

APPENDIX MICROWAVE

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APPENDIX MICROWAVE**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for microwave interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **SBC-13STATE** agrees to provide CLEC with microwave interconnection are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DESCRIPTION

- 2.1 Where space permits, **SBC-13STATE** will permit the use of CLEC-provided and CLEC-owned microwave entrance facility equipment as the means by which CLEC network connects to a physical or virtual collocation arrangement provided by **SBC-13STATE**. Use of such microwave equipment is available for the purpose of interconnection to **SBC-13STATE**'s network or access to **SBC-13STATE** unbundled network elements as may be described in this Appendix or tariff(s) pursuant to which the collocation arrangement is provided.

3. METHOD OF PROVISIONING

- 3.1 Where space exists and when technically feasible, the following method for providing space for CLEC-owned and CLEC-provided microwave equipment will be made available to CLEC. **SBC-13STATE** is responsible for design and construction for infrastructure associated with the provision of space for CLEC to place microwave equipment, approved by **SBC-13STATE**, inside the **SBC-13STATE** premises at the CLEC's cost.

- 3.2 In each instance where microwave interconnection or access to UNEs is requested, a separate Joint Implementation Agreement (JIA) specifying requirements for each request will be developed and executed by CLEC and **SBC-13STATE**. The JIA will provide for specifics relating to, but not limited to, the responsibilities of **SBC-13STATE** and the CLEC for the specific microwave interconnection request, as well as any specific requirements needed by either Party as result of CLEC election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. The JIA shall be mutually agreed upon by both Parties.
- 3.3 The CLEC is responsible for acquiring the FCC license for the designated spectrum. When the CLEC-designated microwave equipment is placed in a **SBC-13STATE**-provided virtual collocation arrangement, the CLEC will provide a copy of the license to **SBC-13STATE** and **SBC-13STATE** will post the CLEC-provided copy in an appropriate location. The microwave entrance facility and associated antenna(e) shall meet all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), FCC OET Bulletin 65 dated 08/97, OSHA, as well as all reasonable and necessary **SBC-13STATE** safety standards.
- 3.4 **SBC-13STATE** Tower/Structure
- 3.4.1 Where space is available and where technically feasible, **SBC-13STATE** will provide CLEC with antenna mounting space on the **SBC-13STATE** microwave tower or structure associated with the eligible structure where the CLEC physical or virtual collocation arrangement is located. A monthly recurring charge will apply for use of this mounting space. Recurring charges will be determined on an individual case basis via NSCR.
- 3.4.1.1 CLEC is responsible for all construction required for the mounting of microwave antenna(e) on the **SBC-13STATE** Tower/Structure. CLEC is responsible for the installation, maintenance, repair and removal of all CLEC-provided and CLEC-owned microwave equipment. CLEC is responsible for the removal of its equipment within 60 days of termination of use of the microwave entrance facility. At CLEC's cost, CLEC will restore SBC's property to its original condition, limited to any damage or other condition due to CLEC's presence/use, alteration and/or the removal of any equipment. If CLEC does not perform the removal and restoration by the end of 60 days, **SBC-13STATE** may

remove the equipment and restore the property at CLEC's expense on a time and materials basis.

3.4.1.2 CLEC is responsible for securing its equipment located on the **SBC-13STATE** property. CLEC proposal and designs for such security must meet with **SBC-13STATE**'s approval.

3.4.1.3 Where **SBC-13STATE** has provided CLEC a physical collocation arrangement within the eligible structure, CLEC radio equipment will be located in the CLEC dedicated physical collocation arrangement. In the case of a virtual collocation arrangement, CLEC designated radio equipment will be located in the **SBC-13STATE** equipment line-up. **SBC-13STATE** will allow virtual collocation of CLEC equipment associated with its microwave entrance facility pursuant to the Pricing appendix or tariffs governing the state in which the arrangement is located. All costs for training **SBC-13STATE** employees to install, maintain and repair the equipment will be at the CLEC's cost. **SBC-13STATE** and CLEC will mutually agree to the number of employees to be trained on a premises-by-premises basis.

3.4.1.4 CLEC is responsible for obtaining all necessary Federal, State and Local permits and licenses required for the use of microwave equipment as outlined in 5.1.

4. EQUIPMENT

4.1 CLEC is responsible for providing a list of all microwave equipment to be provided to **SBC-13STATE** for the initial installation with the application to use microwave as the transmission media to connect to a physical or virtual collocation arrangement. Requests for subsequent microwave equipment installation must be provided by CLEC in the same manner as all subsequent requests for equipment to be placed in collocation arrangements.

4.2 **SBC-13STATE** is not responsible for lost equipment unless caused by its negligence or intentional acts or omissions.

4.3 It is the CLEC's responsibility to determine line-of-sight based upon the mutually agreed location of the microwave antenna.

5. PERMITS AND LICENSES

- 5.1 CLEC is responsible for all necessary licenses, construction and building permits including required FCC authorizations and any zoning approvals. All permits and approvals must be provided to SBC-13STATE prior to the installation of any microwave equipment on the SBC-13STATE premises roof. If SBC-13STATE's assistance is required to obtain the necessary licenses and permits, SBC-13STATE will take all necessary and reasonable actions to assist and CLEC agrees to pay all SBC-13STATE's expenses on an ICB/NSCR as required.

6. CLEC LIABILITY

- 6.1 CLEC will be responsible for any and all damages resulting from any harm to, or outage occurring in, SBC-13STATE's or other collocator's network, which is proximately caused by the installation, operation, or maintenance of the CLEC's equipment, including any type of defect, or due to the actions or inaction, willful, or negligent, of CLEC's employees, vendors, or contractors, including but not limited to consequential, specific, or general damages, costs of defense, including attorneys' fees, whether in-house or outside counsel, and any other costs incurred by SBC-13STATE as a direct or indirect result of the actions of CLEC related to this agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to the applicable rates, terms and conditions contained in this Agreement. The parties recognize that provisions in the General Terms and Conditions apply to services, interconnections and network elements provided under individual appendices or attachments to this Agreement. The parties further agree that this acknowledgment that the General Terms and Conditions apply to individual appendices is not intended to and does not limit, condition or void a third party's rights under 47 U.S.C. Section 252(i) and is consistent with Applicable Law.